

This Indenture, made this *twenty fifth* day of  
*October* in the year of our Lord, one thousand eight hundred and *forty two* by and between  
*Philo Sanford* of *Boston*  
in the County of *Suffolk* and Commonwealth of Massachusetts, of the one part, and  
*The Inhabitants of the Town of Southborough* in the County of *Worcester* of the other part,

WITNESSETH, That the said *Philo Sanford*  
do hereby lease, demise, and let unto the said *Inhabitants of the Town of Southborough*,  
a certain Farm situated in the *southerly* part of said *Southborough*,  
containing one hundred and eighty and one half acres, more or less,  
with two dwelling houses, Barn, and out buildings thereon, bounded  
westerly by land of the *Cordaville Manufacturing Company*, northerly  
by land of *Nathan Works, Sullivan Fay, Mason Whiting, Nathan*  
*Bridges and Thomas R. Capen*, easterly by land of *Mehitable Gaines*  
and *Josiah Cloyes Juniors and William R. Albert & J. Wood*, or others,  
the easterly line being the dividing line between the Towns of *Ashtam*  
and *Southborough* and southerly one hundred and fifty five rods and  
fifteen links by the *Boston & Worcester Rail Road*, and one hundred  
and eight rods, more or less, by *Concord River*.  
The above premise being the same which the Town of *Southborough*  
conveyed to the aforesaid *Philo Sanford* by their Deed of even date  
with these presents.

TO HOLD for the term of *five months* year from the *and six* days from the date  
hereof, or until the first day of *april* next the said Lessees yielding and paying therefor ~~at the~~ to  
of the Lessor the ~~annual~~ rent of *one dollar in advance*  
dollars, payable on the first days of *July, October, January, and April*, by even and equal portions, the first payment to  
be made on the \_\_\_\_\_ day of \_\_\_\_\_ next following the  
date hereof.

And the said Lessor doth promise that, ~~while~~ the Lessees and ~~their~~ representatives ~~pay the rent and~~  
perform the covenants herein named, they shall peaceably hold and enjoy said premises. *And the Lessor hereby*  
*acknowledges the payment of the rent by the Lessees in advance*

And the said Lessees doth ~~promise to~~ pay the said rent at the time aforesaid; *and promise*

~~and~~ to quit and deliver up the premises to the Lessor or his Attorney, peaceably and quietly, at the end of  
the term, in as good order and condition (reasonable use and wearing thereof, accidents by fire, and other injuries not  
happening through the fault or neglect of the Lessee excepted) as the same now are, or may be put into by the  
Lessor; and to pay taxes and duties levied or to be levied thereon during the term, and for such fur-  
ther time as the Lessee shall hold the same; and not make or suffer any waste thereof, assign, under-let, or make  
alterations, without the consent of the Lessor; and that the Lessor may enter to view and make improvements.

Provided, and on condition, that in case of the breach of any of the above covenants by the Lessee ~~his~~  
representatives or assigns, the said Lessor or those having his estate in the premises may lawfully at any time  
while such breach continues, enter upon said premises, and repossess the same as of their former estate and expel the  
Lessee and those claiming under ~~them~~ and remove ~~their~~ *his* effects (forcibly if necessary) without being guilty  
of trespass, or prejudicing any other remedies for arrears of rent, or breach of covenant.

~~Provided also, that in case the premises or any part thereof, shall, during said term, be destroyed or damaged by fire~~  
~~or other unavoidable casualty, then said rent, or a just and proportionate share thereof, according to the extent of the~~  
~~injury, shall be suspended until the said premises shall be restored to a proper condition for use, by the said Lessor.~~

IN WITNESS whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and delivered,  
in presence of

*Philo Sanford* Witness *P.S.*  
*Peter Fay, Witness J.W.* *The Inhabitants of Southborough*  
*by Wm Greenwood*



Lease  
Philo Sanford  
to  
Inhabitants of Southbury  
October 25 1852